

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9E	PAGE 1	OF PAGES 39
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00164-01-R-0136	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08 August 2001	6. REQUISITION/PURCHASE NO. 11945662	
7. ISSUED BY CONTRACTING OFFICER NAVSURFWARCRN CRANE DIV 300 HIGHWAY 361 CRANE, IN 47522-5001		CODE N00164	8. ADDRESS OFFER TO (If other than Item 7)			
ATTN: BRIAN MOELLERS CODE 1163WM, BLDG. 3330 NORTH E-MAIL: moellers_brian@crane.navy.mil PH (812) 854-1812 FAX (812) 854-3805						

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

**Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 2:00 PM EST local time 07 September 2001.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME BRIAN MOELLERS	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS moellers_brian@crane.navy.mil
		AREA CODE (812)	NUMBER 854-	EXT. 1812	

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B – SUPPLIES OR SERVICES**

<b><u>ITEM NO.</u></b>	<b><u>SCHEDULE OF SUPPLIES/SERVICES</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
0001	Remanufacture of AN/ALQ-184 RLB housings and assemblies in accordance with the Statement of Work (SOW) herein and Attachments 1 through 7.	15	EA	\$	\$
0002	Remanufacture of AN/SLQ-32A(V)2 antenna enclosures in accordance with the SOW herein and Attachment 8.	2	EA	\$	\$
0003	Remanufacture of AN/SLQ-32A(V)3 antenna enclosures in accordance with the SOW herein and Attachment 8.	2	EA	\$	\$
0004	Remanufacture of AN/ALQ-184 RLB housings and assemblies in accordance with the SOW herein and Attachments 1 through 7. The Government may order a minimum of 1 each and a maximum of 20 each in an individual delivery order.	*	EA	*	*
0005	Remanufacture of AN/SLQ-32A(V)2 antenna enclosures in accordance with the SOW herein and Attachment 8. The Government may order a minimum of 2 each and a maximum of 2 each in an individual delivery order.	*	EA	*	*
0006	Remanufacture of AN/SLQ-32A(V)3 antenna enclosures in accordance with the SOW herein and Attachment 8. The Government may order a minimum of 2 each and a maximum of 2 each in an individual delivery order.	*	EA	*	*

**\*Contract Line Item Numbers (CLINs) 0004, 0005, and 0006** – Quantity and delivery are indefinite (see tables for CLINs 0004, 0005, and 0006 below). This work must be in accordance with CLINs 0001, 0002, and 0003 above. Offerors shall provide pricing for the IDIQ tables below in the quantities and time frames that follow as well as for the base quantities above. The Government shall have the right to place a delivery order for any quantity during the life of the contract that falls at or between the minimum of 1 unit and the maximum of 20 units for CLIN 0004 and a minimum and maximum of 2 units for CLINs 0005 and 0006. No more than 485 units under CLIN 0004 shall be ordered during the life of this contract. No more than 8 units under CLIN 0005 shall be ordered during the life of this contract. No more than 8 units under CLIN 0006 shall be ordered during the life of this contract. In order to provide pricing for quantities ordered that fall between those listed below, the following formula will apply:

$$UP = UP_{nh} + (Q_h - QO) * ((UP_{nl} - UP_{nh}) / (Q_h - Q_l))$$

**Where:**

UP<sub>nh</sub> = Unit Price for the higher quantity (range upper limit) in the applicable ordering period

UP<sub>nl</sub> = Unit Price for the lower quantity (range lower limit) in the applicable ordering period

Q<sub>h</sub> = Quantity at the range upper limit

Q<sub>l</sub> = Quantity at the range lower limit

QO = Quantity being ordered

**CLIN 0004:**

Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$	\$
5	EA	\$	\$
10	EA	\$	\$
20	EA	\$	\$

**CLIN 0004:**Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$	\$
5	EA	\$	\$
10	EA	\$	\$
20	EA	\$	\$

**CLIN 0004:**Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$	\$
5	EA	\$	\$
10	EA	\$	\$
20	EA	\$	\$

**CLIN 0004:**Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$	\$
5	EA	\$	\$
10	EA	\$	\$
20	EA	\$	\$

**CLIN 0004:**Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$	\$
5	EA	\$	\$
10	EA	\$	\$
20	EA	\$	\$

**CLIN 0005:**Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0005:**Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0005:**Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0005:**Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0005:**Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0006:**Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0006:**Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0006:**Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0006:**Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**CLIN 0006:**Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$	\$

**SECTION B NOTES:**

- (1) Prior to proposing, potential offerors may request a site visit to NSWC Crane to inspect the configuration of the AN/SLQ-32A(V)2 and AN/SLQ-32A(V)3. The point of contact for visits is listed in block 10 on page 1 herein. Attachment 9 provides overall dimensions of the AN/SLQ-32A(V)2 and AN/SLQ-32A(V)3.
- (2) Prices will be evaluated by calculating the average unit price for all of the above quantities for all contract years.
- (3) Section K contains examples, using fictitious proposed prices, to demonstrate how unit prices will be calculated when delivery orders are placed and showing how price proposals will be considered for evaluation purposes.
- (4) Section K herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (5) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.
- (6) Delivery orders shall be placed against this contract using a DD Form 1155.
- (7) Delivery orders placed under this contract shall be placed no later than five years after the effective date of award.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **1.0 SCOPE**

This Statement of Work (SOW) covers specific tasks to be performed by the Contractor for the remanufacture of the AN/ALQ-184 RLB housings and assemblies and the AN/SLQ-32A(V) outboard enclosures. This SOW also establishes uniform standards and procedures to be used during the coating processes.

#### **1.1 AN/ALQ-184 RLB Surface Preparation and Coating Process**

The coating process is defined as the process of removing the prior coating from the AN/ALQ-184 RLB unit, applying the conversion coating in accordance with (IAW) MIL-C-5541, Class 3, bringing all surfaces of the system to within .020 of an inch of being smooth, applying the epoxy primer coating IAW MIL-PRF-23377, Type 1, to a thickness of 0.6 to 2.0 mils thick and applying two coats polyurethane coating IAW MIL-PRF-85285, Type 1, to a thickness of 1.7 to 2.5 mils.

Attachments to the SOW present specific guidelines that shall be followed: SOW Attachment 1 defines the coating requirements for the A2A2A1 Low Band Housing Assembly P/N G134221-4; SOW Attachment 2 defines the coating requirements for the A2A2MP1 Right-Side Heat Exchanger P/N G134206-1; SOW Attachment 3 defines the coating requirements for the A2A2MP1 Left-Side Heat Exchanger P/N G134202-1; SOW Attachment 4 defines the coating requirements for the Aft Cradle Assembly P/N G134399-1; SOW attachment 5 defines the coating requirements for the Center Cradle Assembly P/N G134399-1; SOW attachment 6 defines the coating requirements for the Modified Cradle Assembly P/N G277390-1; and SOW attachment 7 defines the coating requirements for the Covers P/Ns G277386-1, G273465-1, G277387-1, and G277389-1.

#### **1.2 AN/SLQ-32A(V) Surface Preparation and Coating Process**

The coating process is defined as the process of removing the prior coating from the AN/SLQ-32A(V), using mechanical and cosmetic processes to bring all surfaces of the system to within .030 of an inch of being smooth, performing all required relief cuts and applying the epoxy primer coating IAW MIL-PRF-23377, Type 1, to a thickness of 15 to 20 mils, by applying coats 3-4 mils thick, applying two coats polyurethane coating IAW MIL-PRF-85285, Type 1, to a thickness of 3.0 to 4.0 mils, reassembling doors, and any other requirements of spec no. 3201177.

Attachment 8 to the SOW presents specific guidelines that shall be followed for both the AN/SLQ-32A(V)2 and AN/SLQ-32A(V)3.

### **2.0 APPLICABLE DOCUMENTS**

To the extent specified in this SOW, the following documents shall apply to work performed under this contract. Unless otherwise indicated, the issue in effect on the day of solicitation shall apply.

#### **2.1 Military Specifications**

MIL-PRF-23377	30 Sep 94	Primer Coatings: Epoxy High-Solids
MIL-PRF-85285	30 Apr 97	Coating: Polyurethane, High-Solids
MIL-C-5541	30 Nov 90	Chemical Conversion Coatings On Aluminum And Aluminum Alloys
MIL-C-81706	23 Oct 00	Chemical Conversion Materials For Coating Aluminum And Aluminum Alloys

## 2.2 Military Standards

FED-STD-595B	15 Dec 89	Colors Used In Government Procurement
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## 2.3 Preferred Accreditation and Certification

The contractor is preferred to be National Aerospace and Defense Contractors Accreditation Program (NADCAP) accredited, QS-9000, AS-9000, and/or ISO-9000 certified.

## 2.4 Attachments to the SOW

See Section J herein for the list of attachments to the SOW.

# 3.0 **REQUIREMENTS**

## 3.1 Qualification Requirement

The contractor shall provide calibration records for their dry film thickness gage for the previous six months. The contractor shall provide adhesion test data, solution analysis records, and corrosion resistance test data IAW MIL-C-5541 and/or MIL-PRF-23377 for the previous six months. All above-mentioned records must be provided prior to award of contract.

## 3.2 AN/ALQ-184 RLB Surface Preparation

All surfaces in SOW attachments 1-7 shall have the following processes completed: The surfaces shall be mechanically and/or chemically cleaned such that all primer and paint is removed and a water break-free surface is obtained after rinsing. Abrasives containing iron such as steel wool, iron oxide, rouge or steel wire are prohibited for all cleaning operations as particles from them may become embedded in the metal and accelerate corrosion of the aluminum. All dents of .020 of an inch or greater shall be removed from the surfaces through mechanical processes where applicable. The chemical conversion coating IAW MIL-C-5541, Class 3, shall be applied at this time. All dents .020 of an inch or greater, that were not capable of being mechanically removed from the surfaces, shall be cosmetically removed from the surface through the use of an approved filling agent. The overall surfaces shall be within .020 of an inch of being smooth when completed. Any removal of the chemical conversion coating, through surface smoothing procedures, shall be touched up with MIL-C-81706 material, approved for the applicable class and method of application.

## 3.3 AN/SLQ-32A(V) Surface Preparation

All surfaces shall have the following processes completed: The surfaces shall be mechanically and/or chemically cleaned such that all primer and paint is removed. Abrasives containing iron such as steel wool, iron oxide, rouge or steel wire are prohibited for all cleaning operations performed on aluminum as particles from them may become embedded in the metal and accelerate corrosion. All imperfections in surfaces of .030 of an inch or greater shall be removed from the surfaces through mechanical processes where applicable. The chemical conversion coating IAW MIL-C-5541, Class 3, shall be applied to all aluminum at this time. All imperfections in surfaces of .030 of an inch or greater, that were not capable of being mechanically removed from the surfaces, shall be cosmetically removed from the surface through the use of an approved filling agent. The overall surfaces shall be within .030 of an inch of being smooth when completed. Any removal of the chemical conversion coating, through surface smoothing procedures, shall be touched up with MIL-C-81706 material, approved for the applicable class and method of application.

## 3.4 Product Assurance

The Contractor shall follow the approved quality assurance system plan in accordance with AS-9000. All primer coating shall be IAW MIL-PRF-23377, all coating shall be IAW MIL-PRF-85285, all chemical conversion coating shall be IAW MIL-C-5541, and all touch up chemical conversion material shall be IAW MIL-C-81706.

## 3.5 Product Assurance

The Contractor shall follow the approved quality assurance system plan in accordance with QS-9000, ISO-9000, or AS-9000. All primer coating shall be IAW MIL-PRF-23377, all coating shall be IAW MIL-PRF-85285, all chemical conversion coating shall be IAW MIL-C-5541, and all touch up chemical conversion material shall be IAW MIL-C-81706.

### 3.6 Subcontractor and Vendor Reliability Control

The Contractor shall be responsible for the reliability of all subcontractor and vendor supplied items. The Contractor shall assure inclusion of all reliability design, reliability program, and production requirements as appropriate in subcontractor and vendor purchase orders and/or specifications, as outlined in this SOW. The Government reserves the right to inspect and/or witness tests of those products or supplies not manufactured within the Contractor's facilities to ensure conformance to contract requirements.

## **ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

## **CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_\_\_\_\_ dated \_\_\_\_\_ in response to NSWC Crane Solicitation No. N00164-01-R-0136.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

## **SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

## **UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.



## **SECTION D - PACKAGING AND MARKING**

### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)**

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

## **PACKAGING AND MARKING**

Commercial items shall be packaged and marked in accordance with contractor's standard practices unless special requirements are cited.

### **MARKING FOR SHIPMENT**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Mr. John Jones, Code 8073, Bldg. 3330 South.

### **PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## **SECTION E - INSPECTION AND ACCEPTANCE**

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
	<u>PART II</u>	
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.246-7000	Material Inspection and Receiving Report	Dec 1991

### CLAUSES IN FULL TEXT

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION**

Items 0001 through 0006 - Inspection and acceptance shall be made at destination by a representative of the Government.

#### **ACCEPTANCE VERIFICATION**

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 30 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

#### **CALIBRATION SYSTEM REQUIREMENTS (NAVSEA)**

Calibration System Requirements: The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

#### **GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)**

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE: Government representative means Contracting Officer.

**USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)**

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

**SECTION F - DELIVERIES OR PERFORMANCE**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-48	F.o.b Destination – Evidence of Shipment	Feb 1999
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Apr 1984

CLAUSES IN FULL TEXT**FAR 52.211-8 -- Time of Delivery (Jun 1997)**

(a) The Government requires delivery to be made according to the following schedule:

<b>REQUIRED DELIVERY SCHEDULE</b>		
<b>ITEM NO.</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER RECEIPT OF DELIVERY ORDER</b>
0001	15 EACH	24 DAYS
0002	2 EACH	90 DAYS
0003	2 EACH	90 DAYS
0004	1 – 20 EACH	24 DAYS
0005	2 EACH	90 DAYS
0006	2 EACH	90 DAYS

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

Note: The delivery schedule above assumes the Government will provide the Government Furnished Property items within three days of the effective date of the delivery order. If the Government Furnished Property is delivered later than three days of the effective date, the required delivery date may be modified accordingly.

**DELIVERY LANGUAGE FOR F.O.B. DESTINATION**

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

**PLACE OF DELIVERY**

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER  
NAVSURFWARREN CRANE DIV  
300 HIGHWAY 361  
CRANE, IN 47522-5001

MARK FOR: MR. JOHN JONES, CODE 8073, BLDG. 3330 SOUTH

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

**SECTION G - CONTRACT ADMINISTRATION DATA****GENERAL PROCUREMENT INFORMATION****BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

**CLAUSES IN FULL TEXT****NAPS 5252.232-9000 -- Submission Of Invoices (Fixed Price) (Jul 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

\_\_\_ a separate invoice for each activity designated to receive the supplies or services.

\_\_\_ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**CONTRACT ADMINISTRATION DATA LANGUAGE**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**PURCHASING OFFICE REPRESENTATIVE**

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER  
ATTN: CODE 1163WM BLDG. 3330 NORTH  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5011  
Telephone No. 812-854- 1812

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **NAVSEA 5252.202-9101 -- ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

### **NAVSEA 5252.245-9108 -- GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

For the AN/SLQ-32A(V), the Government will provide all hardware and material required to fasten the doors to the enclosures, rotisserie to revolve the enclosures, and shipping stands.

### **NAVSEA 5252.227-9113 -- GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>



**SECTION I - CONTRACT CLAUSES**

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-06	Notice of Total Small Business Set-Aside	Jul 1996
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-08	Duty Free Entry	Feb 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-03	Patent Indemnity	Apr 1984
52.229-03	Federal, State, and Local Taxes	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-09	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	May 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-13	Bankruptcy	Jul 1995

52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	Dec 1996
52.245-02	Government Property (Fixed-Price Contracts)	Dec 1989
52.246-23	Limitation of Liability	Feb 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Commercial and Government Entity (CAGE) Code Reporting	Mar 2000
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	Aug 2000
252.225-7010	Duty-Free Entry--Additional Provisions	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act—Balance Of Payments Program	Mar 1998
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.231-7000	Supplemental Cost Principles	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000

CLAUSES IN FULL TEXT**FAR 52.216-18 -- Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract award through five years after effective date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**FAR 52.216-19 -- Order Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one AN/ALQ-184 RLB unit or two AN/SLQ-32(V) units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of twenty AN/ALQ-184 RLB units or two AN/SLQ-32(V) units;

- (2) Any order for a combination of items in excess of \_\_\_\_\_; or
- (3) A series of orders from the same ordering office within 30 days for AN/ALQ-184 RLB units or 90 days for AN/SLQ-32(V) units that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**FAR 52.216-22 -- Indefinite Quantity (Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after all items ordered during the effective period of the contract have been delivered.

**FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses\*(es): <http://www.arnet.gov/far>

**DFARS 252.217-7026 -- Identification of Sources of Supply (Nov 1995)**

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National Stock	Commercial Item	Source of Supply			Actual Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
------------------------------------------------------------------------------------------------------------------------------------------------------

(4) For items of supply, list all sources. For technical data, list the source.
---------------------------------------------------------------------------------

(5) For items of supply, list each source's part number for the item.
-----------------------------------------------------------------------

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.
-------------------------------------------------------------------------------------------------------

## STANDARD COMMERCIAL WARRANTY

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of      months. (*Offeror is to insert number.*)

## PERFORMANCE EVALUATION

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction;

**SECTION J - LIST OF ATTACHMENTS**

Attachment 1	17 April 01	Illustration of Coating Requirements for A2A2A1 Low Band Housing Assembly G134221-4
Attachment 2	18 April 01	Illustration of Coating Requirements for A2A2MP1 Right- Side Heat Exchanger G134206-1
Attachment 3	18 April 01	Illustration of Coating Requirements for A2A2MP1 Left- Side Heat Exchanger G134202-1
Attachment 4	18 April 01	Illustration of Coating Requirements for Aft Cradle Assembly G134398-2
Attachment 5	18 April 01	Illustration of Coating Requirements for Center Cradle Assembly G134399-1
Attachment 6	18 April 01	Illustration of Coating Requirements for Modified Support Assembly G277390-1
Attachment 7	18 April 01	Illustration of Coating Requirements for Covers G277386- 1, G273465-1, G277387-1 and G277389-1
Attachment 8	1 April 1996	Specification Number 3201177
Attachment 9	1 April 1996	AN/SLQ-32A(V) Dimensional Pictures

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

	<u>FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISION</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

PROVISIONS IN FULL TEXT**FAR 52.203-2 -- Certificate of Independent Price Determination (Apr 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**FAR 52.204-3 -- Taxpayer Identification (Oct 1998)**

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the

conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ( ) Offeror is an agency or instrumentality of a foreign government;
- ( ) Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ( ) Sole proprietorship;
- ( ) Partnership;
- ( ) Corporate entity (not tax-exempt);
- ( ) Corporate entity (tax-exempt);
- ( ) Government entity (Federal, State, or local);;
- ( ) Foreign government;
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other \_\_\_\_\_.

(f) *Common Parent.*

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent::

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**FAR 52.204-5 -- Women-Owned Business [Other Than Small Business (May 1999)]**

- (a) *[Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]
- (b) *[Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.]

**FAR 52.207-4 -- Economic Purchase Quantity--Supplies (Aug 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_ (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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\_\_\_\_\_ (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**FAR 52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Apr 2001)**

- (a)
- (1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
- (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; (D) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (E) Are \_\_\_ are not \_\_\_ presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision,
- (ii)
- (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has \_\_\_ has not \_\_\_ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-
- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.



**FAR 52.215-06 -- Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address  
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or  
Facility if Other Than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**52.219-1 -- Small Business Program Representations (May 2001) -- Alternate I (Oct 2000) and Alternate II (Oct 2000)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332812.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--

*"Service-disabled veteran-owned small business concern"--*

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*"Veteran-owned small business concern"* means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern,"* means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **FAR 52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that—

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **FAR 52.222-25 -- Affirmative Action Compliance (Apr 1984)**

The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

#### **FAR 52.223-13 -- Certification of Toxic Chemical Release Reporting (Oct 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

\* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **DFARS 252.208-7000 -- Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)**

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Deliverable Item

Precious Metal\*

Quantity

(NSN and Nomenclature)

---

\*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

#### **DFARS 252.209-7001 -- Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)**

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

- (i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;
- (iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

#### **DFARS 252.225-7000 Buy American Act--Balance of Payments Program Certificate (Sep 1999)**

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

##### Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

##### Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

**DFARS 252.225-7035 -- Buy American Act--North American Free Trade Agreement Implementation Act  
Balance of Payments Program Certificate (Mar 1998)**

(a) *Definitions.* "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications.*

(1) The offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(insert line item number) (insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number) (insert country of origin)

(iii) The following supplies are other foreign end products:

(insert line item number) (insert country of origin)

**DFARS 252.247-7022 -- Representation of Extent of Ocean Transportation by Sea (Aug 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**CONTRACTOR PERFORMANCE DATA**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

**CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance

has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that “[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...” The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

**CONTRACT INFORMATION**

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

**QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_ NO \_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_ NO \* \_\_\_\_ (Explanation)

**COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_ NO\* \_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ - \_\_\_\_\_

**OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Brian Moellers, Code 1163WM, Bldg. 3330 North; 300 Highway 361; Crane, IN 47522-5001

**SPECIAL NOTICE** - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at [www.ccr.dlsc.dla.mil](http://www.ccr.dlsc.dla.mil). For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Apr 1998
52.211-15	Notice Of Priority Rating For National Defense Use	Sep 1990
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors-Competitive Acquisition	May 2001
52.215-01	Instructions to Offerors-Competitive Acquisition – Alternate II (Oct 1997)	May 2001
52.215-05	Facsimile Proposals	Oct 1997
52.216-27	Single or Multiple Awards	Oct 1995
52.233-02	Service of Protest	Aug 1996
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Aug 1999
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995

PROVISIONS IN FULL TEXT

**FAR 52.211-14 -- Notice of Priority Rating for National Defense Use (Sep 1990)**

Any contract awarded as a result of this solicitation will be (\_\_\_) DX rated order; (☒) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**FAR 52.216-1 --Type of Contract (Apr 1984)**

The Government contemplates award of an indefinite-delivery/indefinite-quantity contract resulting from this solicitation.

**FAR 52.233-2 -- Service of Protest (Aug 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer: Crane Division, Naval Surface Warfare Center; Attn: Brian Moellers, Code 1163WM, Bldg. 3330 North; 300 Highway 361; Crane, IN 47522-5001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

**NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**ALTERNATE PROPOSALS**

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly



labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

**BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

**ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)**

- (a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
- (b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.
- (c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED  
(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

- (d) It is requested that all recommendations be submitted within 10 days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

**NOTE:** The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 20 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

**WORLD WIDE WEB SOLICITATION INFORMATION**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

**SECTION M - EVALUATION FACTORS FOR AWARD****PROVISIONS IN FULL TEXT****DFARS 252.225-7003 Information for Duty-Free Entry Evaluation (Mar 1998)**

(a) Does the offeror propose to furnish-

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

Yes ( )

No ( )

- (2) Has the duty on such foreign supplies been paid?

Yes ( )

No ( )

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**BASIS FOR AWARD (NAVSEA) (SEP 1990)**

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items. Award will be made on either of the following basis:

OFFER A: In accordance with specifications.

OFFER B: In accordance with alternative specifications.

**SINGLE AWARD FOR ALL ITEMS**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

**GREATEST VALUE EVALUATION**

(a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, meeting the technical requirements and conforming to the solicitation, is determined most advantageous to the Government, past performance and price considered.** The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

**GO/NO-GO FACTOR**

Coating Thickness

**EVALUATION FACTORS**

Past Performance

Price

- (1) **Coating Thickness** – This is a go/no-go factor or minimum requirement that **must** be met in order to be considered for award. Offerors shall provide the results of testing demonstrating that the primer and polyurethane thickness requirements in paragraphs 1.1 and 1.2 of the

SOW on page 6 herein can be met by the offeror.

- (2) **Past Performance** – Past performance will be evaluated in accordance with the clause below titled “Past Performance.” The offeror shall demonstrate past performance through completion of the “Contractor Performance Data Sheet.” Additionally, the offeror shall provide past performance information for the four factors (i – iv) listed below.

- (i) Documentation of MIL-C-5541 chemical solution testing and salt spray testing for the past six months.
- (ii) Documentation of MIL-PRF-85285 and/or MIL-PRF-23377 wet tape adhesion testing for the past six months.
- (iii) Calibration records of MIL-PRF-85285 and/or MIL-PRF-23377 dry-film thickness gage for the past six months.
- (iv) Professional certifications (i.e. NADCAP, AS-9000, or other applicable professional certification).

- (3) **Price** – Price will be evaluated by adding the prices of CLINs 0001, 0002, 0003, 0004, 0005, and 0006 as shown in the example below. The following is an example, using fictitious proposed prices, demonstrating how CLIN 0004 unit prices will be calculated when delivery orders are placed and showing how price proposals will be considered for evaluation purposes:

CLIN 0001

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
20	EA	\$85	\$1,700

**Evaluated Price** CLIN 0001 = **\$1,700**

CLIN 0002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4	EA	\$300	\$1,200

**Evaluated Price** CLIN 0002 = **\$1,200**

CLIN 0003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4	EA	\$312.50	\$1,250

**Evaluated Price** CLIN 0003 = **\$1,250**

CLIN 0004

Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$100	\$100
5	EA	\$95	\$475
10	EA	\$88	\$880
20	EA	\$85	\$1,700

Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$105	\$105
5	EA	\$100	\$500
10	EA	\$93	\$930
20	EA	\$90	\$1,800

Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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1	EA	\$110	\$110
5	EA	\$105	\$525
10	EA	\$98	\$980
20	EA	\$95	\$1,900

Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$115	\$115
5	EA	\$110	\$550
10	EA	\$103	\$1,030
20	EA	\$100	\$2,000

Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	EA	\$120	\$120
5	EA	\$115	\$575
10	EA	\$108	\$1,080
20	EA	\$105	\$2,100

$$\begin{aligned}
 \text{Average CLIN 0004 Unit Price} &= 100 + 95 + 88 + 85 + 105 + 100 + 93 + 90 + 110 + 105 + 98 + 95 \\
 &\quad + 115 + 110 + 103 + 100 + 120 + 115 + 108 + 105 \\
 &= 2,040 / 20 \\
 &= \$102
 \end{aligned}$$

$$\begin{aligned}
 \text{Evaluated Price}_{\text{CLIN 0004}} &= \text{Average Unit Price} * \text{Maximum quantity} \\
 &= \$102 * 485 \\
 &= \mathbf{\$49,470}
 \end{aligned}$$

Example of Pricing: Price for a delivery order in year 4 for a quantity of 7 each of CLIN 0003. The unit price would be calculated as follows:

$$UP = UP_{nh} + (Q_h - QO) * ((UP_{nl} - UP_{nh}) / (Q_h - Q_l))$$

$$UP = 103 + (10 - 7) * ((110 - 103) / (10 - 5))$$

$$UP = 103 + (3) * (7 / 5)$$

$$UP = 103 + (3) * (1.4)$$

$$UP = 103 + 4.2$$

$$UP = \$107.20$$

CLIN 0005:Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$300	\$600

CLIN 0005:Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$302	\$604

CLIN 0005:Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$304	\$608

CLIN 0005:Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$306	\$612

CLIN 0005:Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$308	\$616

**Evaluated Price** CLIN 0005 = \$600 + \$604 + \$608 + \$612 + \$616  
= **\$3,040**

CLIN 0006:Order Placed From Effective Date of Contract Through 30 September 2002

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$300	\$625

CLIN 0006:Order Placed From 01 October 2002 Through 30 September 2003

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$302	\$630

CLIN 0006:Order Placed From 01 October 2003 Through 30 September 2004

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$304	\$635

CLIN 0006:Order Placed From 01 October 2004 Through 30 September 2005

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$306	\$640

CLIN 0006:Order Placed From 01 October 2005 Through 30 September 2006

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2	EA	\$308	\$645

**Evaluated Price** CLIN 0006 = \$625 + \$630 + \$635 + \$640 + \$645  
= **\$3,175**

**Total Evaluated Price** = Evaluated Price CLIN 0001 + Evaluated Price CLIN 0002 + Evaluated Price CLIN 0003 + Evaluated Price CLIN 0004  
+ Evaluated Price CLIN 0005 + Evaluated Price CLIN 0006 + Cost of Government Travel  
= \$1,700 + \$1,200 + \$1,250 + \$49,470 + \$3,040 + \$3,175 + Cost of Government Travel  
= **\$59,835 + Cost of Government Travel**

**Note Regarding the Addition of Cost of Government Travel:** For offerors located more than 150 miles and more than a 2.5 hours by car (as determined by an online mapping service) from NSWC Crane, the Government will add the following expenses multiplied by an estimated 10 trips for the AN/SLQ-32A(V)2 and AN/SLQ-32A(V)3 to the total evaluated price: the cost of the driving distance (\$0.345 per mile) beyond 150 miles or the cost of airline tickets and car rental if not within driving distance of NSWC Crane; one day of local lodging, meals, and incidental expenses in accordance with official DOD per diem rates.

(b) **Although price is not a weighted evaluation factor, it will not be ignored.** The degree of importance of the price will increase with

the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the past performance superiority to the Government.

(c) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.

(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

**(e) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest past performance rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.**

## **PAST PERFORMANCE**

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

## **EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.